

**AGREEMENT
BY AND BETWEEN
KING COUNTY
AND**

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

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AGREEMENT BETWEEN

KING COUNTY

AND

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

PREAMBLE:

These articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County, referred to as the "Employer," and the King County Prosecuting Attorneys Association, hereinafter referred to as the "Association."

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement and the parallel Agreement between the Association and the King County Prosecuting Attorney is to promote the continued improvement of the relationship between the Employer and the employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the Employer and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units.

This Agreement sets forth the agreement of the parties on wages and wage-related matters. Non wage-related matters are covered in a separate but parallel Agreement between the King County Prosecuting Attorney and the Association. It is expressly understood and agreed by the parties that both Agreements are to be construed together, in *pari materia*.

ARTICLE 2: RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative of all full time and regular part-time non-senior deputy prosecutors in the Criminal and Fraud divisions of the King County Prosecutor's Office.

ARTICLE 3: DEFINITIONS

Section 1. "Prosecuting Attorney" means the elected Prosecuting Attorney of King County.

Section 2. "Employer" means King County.

Section 3. "Deputy" means all full-time and regular part-time non-senior deputy prosecutors in the Criminal and Fraud divisions of the King County Prosecutor's office.

Section 4. "Regular part-time deputies" are those deputies employed in regular deputy prosecutor positions requiring 20 hours of work or more per week.

Section 5. "Anniversary date," for purposes of salary classification and administration, shall be the first day of employment as a deputy for all deputies whose employment became effective on or after July 1, 1993; for all other deputies, the applicable anniversary date shall be either the first or the sixteenth of the month, whichever is closest to the deputy's first day of employment as a deputy, provided that where the Employer has assigned a deputy an earlier anniversary date under a prior Agreement, the deputy shall retain that earlier anniversary date.

Section 6. "Association" means the King County Prosecuting Attorneys Association.

Section 7. "Association representative(s)" means those members of the bargaining unit who have been designated to represent the Association on matters referenced in this Agreement. The Association shall give advance notice in writing to the Employer of the names of the Association representative(s).

Section 8. "Immediate family" shall be construed to mean persons related to a deputy by blood or legal adoption as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, any persons for whose financial or physical care the deputy is principally responsible, and domestic partners. "Domestic partner(s)" shall be construed as defined in King County Ordinance No. 10695, Section 1(A)(14), as now or hereafter amended.

Section 9. "Effective date of this Agreement" shall be the first date upon which this agreement is effective as that period is defined under ARTICLE 16: DURATION of this Agreement.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 1. The management of the King County Prosecuting Attorney's Office and the direction of the work force is vested by both the Washington State Constitution and State law exclusively in the King County Prosecuting Attorney's Office. All matters, other than wages and benefits directly related to wages, or otherwise not specifically and expressly covered or referenced by the language of this Agreement, shall be administered for its duration by the King County Prosecuting Attorney.

Section 2. Bi-weekly pay: The right to define and implement a new payroll system, including but not limited to a bi-weekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The Employer and the Association agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association during the term of this Agreement shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the Prosecuting Attorney's functions by employees under this Agreement and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the Employer to the Association that any of its members are engaged in such a work stoppage, the Association shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, if requested by the Employer, a responsible official of the Association shall publicly order such deputy to cease engaging in a work stoppage.

ARTICLE 6: HOLIDAYS

Section 1. Deputies shall be granted the following holidays with pay:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

and any days designated by public proclamation of the Chief Executive of the state as a legal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 2. Each deputy shall receive two (2) additional personal holidays to be administered through the vacation plan. Both days shall be credited on January 1 of each calendar year.

Section 3. A deputy must be in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay; provided, however, that a deputy who has at least five years of County service and who retires at the end of the month, the last regularly scheduled working day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 4. Holiday benefits for regular, covered part-time deputies will be established based upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time deputy normally works four hours per day in a department that normally works eight hours per day, then the part-time deputy would be granted four-eighths of the holiday benefit allowed a full-time staff member.

ARTICLE 7: VACATIONS

Section 1. Upon the Effective date of this Agreement, regular, full-time deputies shall receive vacation benefits as indicated in the following table:

<i>Years of Continuous Service</i>	<i>Equivalent Annual Vacation Credit</i>
<i>Upon beginning of Year 1</i>	<i>12 days</i>
<i>Upon beginning of Year 3</i>	<i>13 days</i>
<i>Upon beginning of Year 4</i>	<i>15 days</i>
<i>Upon beginning of Year 6</i>	<i>16 days</i>
<i>Upon beginning of Year 7</i>	<i>17 days</i>
<i>Upon beginning of Year 9</i>	<i>18 days</i>
<i>Upon beginning of Year 11</i>	<i>19 days</i>
<i>Upon beginning of Year 13</i>	<i>20 days</i>
<i>Upon beginning of Year 17</i>	<i>21 days</i>
<i>Upon beginning of Year 18</i>	<i>22 days</i>
<i>Upon beginning of Year 19</i>	<i>23 days</i>
<i>Upon beginning of Year 20</i>	<i>24 days</i>
<i>Upon beginning of Year 21</i>	<i>25 days</i>
<i>Upon beginning of Year 22</i>	<i>26 days</i>
<i>Upon beginning of Year 23</i>	<i>27 days</i>
<i>Upon beginning of Year 24</i>	<i>28 days</i>
<i>Upon beginning of Year 25</i>	<i>29 days</i>
<i>Upon beginning of Year 26</i>	<i>30 days</i>

Section 1A. No deputy shall be permitted to carry over more than 420 hours of accrued vacation from one calendar year to another.

Section 2. Vacation benefits for regular covered part-time deputies will be established based

1 upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time
2 deputy normally works four hours per day in a department that normally works eight hours per day, then
3 the part-time deputy will be granted four-eighths of the holiday benefit allowed a full-time staff member
4 with an equivalent number of years service.

5 **Section 3.** Any deputy employed by the Employer on the effective date of this agreement who is
6 rehired within two years after separation for any reason shall accrue vacation benefits at the same rate as
7 when the separation occurred. The deputy's employment anniversary shall reflect the full amount of
8 service in King County.

ARTICLE 8: SICK LEAVE

Section 1. General Provisions

(a) Every deputy in a regular full-time or covered part-time position shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of the deputy's position; except that sick leave shall not begin to accrue until the first of the month following the month in which the deputy commenced employment. The deputy is not entitled to sick leave if not previously earned.

As an example of the above formula, a deputy whose annual work schedule is 1824 hours shall accrue sick leave monthly at the rate of .00384615 times 1824, or 7 hours per month.

(b) No deputy shall earn sick leave credit during a month in which the deputy is absent without pay more than three days.

(c) There shall be no limit to the hours of sick leave benefits accrued by a deputy.

(d) Separation from County employment except by reason of retirement, shall cancel all sick leave currently accrued to the deputy. Should the deputy resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

(e) Upon the effective date of this Agreement, Deputies who have at least five years County service and who retire as a result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-five percent of their unused, accumulated sick leave. All payments shall be based on the deputy's base rate.

(f) Deputies injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the deputy.

(g) Sick leave benefits for covered part-time deputies will be established based upon the ratio of hours actually worked to a standard work year. For example, see Article 6, Section 4.

ARTICLE 9: CLASSIFICATION AND SALARY ADMINISTRATION

Rates of Pay.

(a) Full-time deputies shall be paid at the Step 1 rate of pay for the classification of the position to which the deputy is appointed by the Prosecuting Attorney as provided in the relevant salary schedule set forth in the Addenda to this Agreement. Deputies classified as a Deputy I, II, III or IV advance a classification each year on their anniversary date until they reach the classification of Deputy V, although the Prosecuting Attorney may advance a deputy to a higher classification at any time. Except as provided herein, deputies classified as a Deputy V advance a step each year on their anniversary date until they reach the top step within the pay range for the classification, although the Prosecuting Attorney may advance a deputy to a higher step at any time. Deputies who are at Deputy V, Step 1 – 6 on January 1, 2008 shall receive a step increase on January 1, 2008. This step increase shall be in addition to the deputies' regular step increase on their anniversary date during 2008. Deputies who are not at the Deputy V level as of January 1, 2008 but who reach Deputy V level and complete a year at Deputy V, Step 1 before the expiration of this Agreement (*i.e.*, before July 1, 2009) shall advance to Deputy V, Step 3 upon completing one year at the Deputy V, Step 1 level. Decisions concerning step placement or advancement are within the sole discretion of the Prosecuting Attorney and are not subject to the dispute resolution provisions of this Agreement, nor are they subject to the dispute resolution provisions of the parallel Agreement between the Association and the King County Prosecuting Attorney; provided, however, if a deputy in any classification except the Deputy V, Step 7 classification is, for disciplinary reasons, not promoted into a higher classification on his or her anniversary date according to the standard yearly progression, that decision is subject to the dispute resolution procedures set forth in Article 17 of the parallel Agreement.

(b) Regular part-time deputies shall be paid at a salary equivalent to the hourly rate of pay for their classification, based on a 35-hour work week.

(c) Effective January 1, 2007, the salaries for all Deputy classifications and steps shall be increased by 1% over the 2006 salaries. The 2007 salaries reflecting the 1% increase provided under this section are set forth in Addendum A to this Agreement as "2007 Salary Schedule Without 2007 COLA".

(d) Additionally, effective on January 1, 2007, the salary rates as set forth in paragraph (c) above

1 shall be increased by 90% of the CPI-W All Cities Index (September 2005- September 2006) with a
2 maximum increase of six (6) percent but no less than two (2) percent. The wages effective for 2007,
3 including the increases per paragraphs (c) and (d) of this Article are reflected in Addendum B as “2007
4 Wage Agreement With 2007 COLA”.

5 (e) Effective on January 1, 2008, the salary rates as set forth in paragraph (d) above shall be
6 increased by 90% of the CPI-W All Cities Index (September 2006 - September 2007) with a maximum
7 increase of six (6) percent but no less than two (2) percent.

8 (f) Effective on January 1, 2009, the base wage rates as set forth in paragraph (e) above shall be
9 increased by 90% of the CPI-W All Cities Index (September 2007- September 2008) with a maximum
10 increase of six (6) percent but no less than two (2) percent.

ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

The Prosecuting Attorney, in consultation with the Director of the Human Resources Division ("HRD"), recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Deputies will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

Section 1. Definition.

A grievance shall be defined as an issue raised by a deputy or deputies or the Association against the Employer involving the interpretation or application of the specific provisions of this Agreement, except any decision expressly described in this Agreement as within the discretion of the Employer.

Section 2. Procedure.

Step One - A grievance shall be verbally presented by the aggrieved deputy, and such deputy's Association representative if the deputy wishes, within ten (10) working days of the occurrence or knowledge of the occurrence of such grievance, to the deputy's immediate supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the deputy within three working days. If a grievance is not pursued to the next level within seven working days of the supervisor's decision, it shall be presumed resolved.

Step Two - If, after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the deputy and Association representative shall reduce the grievance to writing and present it to the Chief Criminal Deputy Prosecuting Attorney. During Step 2 of this process, mediation may be used with agreement of the Deputy, the Association, and the Chief Criminal Deputy in consultation with the Director, HRD. If mediation is agreed to, mediation services will be selected from a mutually agreeable source. If mediation is not chosen or is not successful in resolving the grievance, the Chief Criminal Deputy, after consultation with the Director of HRD or designee, shall schedule a meeting within five working days to discuss the matter with the deputy and representative of the Association. The Chief Criminal Deputy, after consultation with the Director of HRD or designee, shall

1 make his/her written decision available to the aggrieved deputy and an Association representative within
2 ten working days of the meeting. If the grievance is not pursued to the next higher level within five
3 working days, it shall be presumed resolved.

4 **Step Three** - If, after thorough evaluation, the decision of the Chief Criminal Deputy, in
5 consultation with the Director of HRD or designee, has not resolved the grievance to the satisfaction of
6 the deputy and the Association, the Association may present the grievance to the Prosecuting Attorney, in
7 consultation with the Director of HRD or designee. Grievances at Step 3 must be processed through the
8 Association. All letters, memoranda and other written materials previously submitted to lower levels of
9 supervision shall be made available for the review and consideration of the Prosecuting Attorney in
10 consultation with the Director of HRD or designee. The Prosecuting Attorney, after consultation with the
11 Director of HRD or designee, may interview the deputy and/or his/her representative and receive any
12 additional related information which he may deem pertinent to the grievance. The Prosecuting Attorney,
13 after consultation with the Director of HRD or designee, shall make his/her written decision available
14 within ten working days of the date the Association presents the grievance to the Prosecuting Attorney.

15 **Step Four** - If, after thorough evaluation, the decision of the Prosecuting Attorney, in
16 consultation with the Director of HRD or designee, has not resolved the grievance to the satisfaction of
17 the deputy and the Association, the Association may request arbitration within 30 calendar days of the
18 conclusion of Step 3 and must specify the exact question which it wishes arbitrated. Grievances at Step 4
19 must be processed through the signatory parties. The Association and the Prosecuting Attorney, after
20 consultation with the Director of HRD or designee, shall select a disinterested party, who must be a
21 member of the Washington State Bar Association, to serve as an arbitrator. In the event the parties are
22 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven labor
23 arbitrators, each of whom must be a member of the Washington State Bar Association, furnished by the
24 American Arbitration Association ("AAA"). The arbitrator will be selected from the list by both the
25 Employer and the Association, each alternately striking a name from the list until only one name remains.
26 The arbitrator, under voluntary local arbitration rules of the AAA, shall be asked to render a decision
27 within thirty (30) days and the decision of the arbitrator shall be final and binding on both parties.

28 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this

1 Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in
2 reaching a decision.

3 The arbitrator's fee and expenses and any agreed upon court reporter's fee and expenses shall be
4 borne equally by both parties. Each party shall bear its own costs associated with the
5 grievance/arbitration process, including, but not limited to any and all cost of legal representation and the
6 cost of any witnesses appearing on that party's behalf.

7 The time limits set forth in this article may be extended by mutual agreement of the parties.

8 No matter may be arbitrated which the County by law has no authority over or no authority to
9 change.

10 **Section 3. Alternative Dispute Resolution Procedures.**

11 **A. Unfair Labor Practice.** The parties agree that 30 days prior to filing a ULP
12 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
13 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass
14 or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor
15 Practice.

16 **B. Grievance.** After a grievance is initially filed under the provisions of this Agreement,
17 the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent of
18 the Association and the Employer. This process will not exceed 10 days:

19 1. A meeting will be arranged by the Association Representative, the Employer
20 and HRD representative (or their designees) to attempt to resolve the matter.

21 2. a. The meeting will include a mediator(s) and the affected parties.

22 b. The parties may mutually agree to other participants such as
23 Association and Employer representatives or subject matters experts.

24 3. The parties will meet at mutually agreeable times to attempt to resolve the
25 matter.

26 4. If the matter is resolved, the grievance will be withdrawn.

27 5. If the matter is not resolved, the grievance will continue through the dispute
28 resolution process.

1 6. Either party can initiate the next step in the dispute resolution process at the
2 appropriate times, irrespective of this process.

3 7. Offers to settle and aspects of settlement discussions will not be used as
4 evidence or referred to if the grievance is not resolved by this process.

5 This Section does not supersede or preclude any use of grievance mediation later in the grievance
6 process.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Section 2.

Section 2. The Employer and the Association shall implement any changes in deputy insurance benefits, including dates of coverage, which result from any agreement of the King County Joint Labor Management Insurance Committee.

ARTICLE 12: MISCELLANEOUS

Employer/Employee Relations. The parties recognize that matters of concern may be raised by either party at either time. The parties further recognize that by mutual agreement they may reopen this contract to negotiate any issue.

ARTICLE 13: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement and in the separate but parallel Agreement between the Association and the King County Prosecuting Attorney. Therefore, the Employer and the Association, for the duration of this Agreement and the Agreement between the Association and the King County Prosecuting Attorney, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement or the Agreement between the Association and the King County Prosecuting Attorney.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction in a final judgment not appealed from, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts and provisions shall remain in full force and effect.

ARTICLE 15: SUPREMACY AND EXTRA AGREEMENTS

The Employer agrees not to enter into any agreement or contract with deputies covered by the provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Association.

ARTICLE 16: DURATION

This Agreement and each of its provisions shall become effective upon ratification and final consummation by all formal requisite means by the Metropolitan King County Council, and shall be effective from the first full pay period after the ratification by the rank and file of the Association of this agreement and the parallel agreement with the King County Prosecuting Attorney and shall continue from that date through June 30, 2009. The effectiveness of this Agreement is expressly dependent on the consummation by all formal requisite means of the parallel Agreement between the Association and the King County Prosecuting Attorney.

APPROVED this _____ day of _____, 2007

By _____
King County Executive

SIGNATORY ORGANIZATION:

SCOTT LEIST
President
King County Prosecuting Attorneys Association

Approved as to form:

DAN SATTERBERG
Prosecuting Attorney Chief of Staff